

BILL NO. 611

ORDINANCE NO. 611

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF WOOD HEIGHTS, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFOR BETWEEN THE CITY AND UNION ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPROPRIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of WOOD HEIGHTS, State of Missouri, and Union Electric Company, a corporation, its successors and assigns, providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute in behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Union Electric Company, its successors and assigns, while engaged in the performance of

said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary or convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this 11th day of January, 1997.

Melvin Carmichael Jr.
Mayor

ATTEST:

Lisa Vassar
City Clerk

STATE OF MISSOURI

CITY OF WOOD HEIGHTS

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I, Joie Vassan, the duly
appointed, qualified and acting City Clerk of the City of WOOD
HEIGHTS, Missouri, hereby certify the foregoing to be a
true and correct copy of Bill No. 611, Ordinance No.
611 of said City and that the same has not been modified
or revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the corporate seal of said City, at office this 11th day of
February, 1997.

Joie Vassan
City Clerk

CONTRACT FOR STREET LIGHTING
AND ELECTRIC SERVICE

THIS CONTRACT, made and entered into this 17th day of January, 1997, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the CITY OF WOOD HEIGHTS, a municipal corporation incorporated under the laws of the State of Missouri, hereinafter called "City";

WITNESSETH:

WHEREAS, the Board of Aldermen of the City has determined that lighting of the streets, alleys, and other public places of the City and other electric utility service requirements of the City should be provided by contract; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri in accordance with law; and

WHEREAS, Company proposes to supply said street lighting and other electric utility service desired by the City, as hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

The City, acting by its Board of Aldermen, does hereby award to Company this contract for lighting by means of electricity the streets, avenues, alleys, and other public places of the City as they may now exist or may hereafter be established within the limits of the City as said limits now exist or may be extended, and for the other electric utility service required by City for its

City Hall and other various premises; and the City agrees to pay for and Company agrees to sell and deliver, said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial street and outdoor lighting service supplied by Company on Company-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional street and outdoor lighting service may be requested by City from time to time and shall become subject to this contract as is set out on Appendix 1.

2. Other Electric Service. Company shall supply electric utility service to the City Hall and to the City's other various premises to meet the requirements of the City.

3. Tariffs. All electric service hereunder shall be supplied by Company and paid for by the City under, and shall be subject to the terms and conditions of Company's tariffs, including without limitation its applicable rates, service classifications, riders, and general rules and regulations on file with the Public Service Commission of the State of Missouri. This contract, including Company's tariffs, shall be subject at all times to review, control, change, and regulation by the Public Service Commission of the State of Missouri in accordance with law. Copies of the service classifications and rates in effect at the inception of this contract and applicable to the initial service to City hereunder are attached hereto as Exhibits and are made a part hereof. In the event of any conflict between any provision hereof

and Company's tariffs, as said tariffs may be modified or supplemented from time to time pursuant to law, the tariffs shall govern.

4. Company Facilities. The City hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over and across the streets, avenues, alleys, and other public places in the City.

5. Notices, etc. All notices, applications and requests by the City hereunder shall be in writing signed by the City Clerk and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the City Clerk:

_____ Union Electric Company _____
_____ PO Box 38 _____ Mexico Missouri 65265 _____

6. Term. The term of this contract is twenty (20) years. However, in the event the tariff(s) applicable to particular service supplied to City hereunder provide for a shorter term than the term hereof, then the shorter term and any termination provisions in the applicable tariff shall govern as to said particular service, and said shorter term shall be renewed automatically for successive terms of equal duration unless sooner terminated in accordance with the applicable termination provision

in the tariff, or until the expiration of the term of this contract, whichever first occurs.

7. Termination of Prior Agreements. This contract supersedes and cancels any prior agreement(s) between the parties hereto relating to the subject matter hereof; provided however, that the foregoing shall not be construed to impair or supersede any separate franchise or separate special facilities agreement(s) between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate as of the day and year first above written.

UNION ELECTRIC COMPANY

By _____
Vice President

ATTEST:

Secretary

CITY OF W. S. Heights,
MISSOURI

By Melvin Carmichael Jr
Mayor

ATTEST:

Lisa Vassan
City Clerk

EXHIBIT A

CONTRACT FOR STREET LIGHTING
AND ELECTRIC SERVICE

THIS CONTRACT, made and entered into this 17th day of January, 1991, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the CITY OF WOOD HEIGHTS, a municipal corporation incorporated under the laws of the State of Missouri, hereinafter called "City";

WITNESSETH:

WHEREAS, the Board of Aldermen of the City has determined that lighting of the streets, alleys, and other public places of the City and other electric utility service requirements of the City should be provided by contract; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri in accordance with law; and

WHEREAS, Company proposes to supply said street lighting and other electric utility service desired by the City, as hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

The City, acting by its Board of Aldermen, does hereby award to Company this contract for lighting by means of electricity the streets, avenues, alleys, and other public places of the City as they may now exist or may hereafter be established within the limits of the City as said limits now exist or may be extended, and for the other electric utility service required by City for its

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City Hall and other various premises; and the City agrees to pay for and Company agrees to sell and deliver, said services in the manner and subject to the terms and conditions hereinafter set forth.

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2. Other Electric Service. Company shall supply electric utility service to the City Hall and to the City's other various premises to meet the requirements of the City.

3. Tariffs. All electric service hereunder shall be supplied by Company and paid for by the City under, and shall be subject to the terms and conditions of Company's tariffs, including without limitation its applicable rates, service classifications, riders, and general rules and regulations on file with the Public Service Commission of the State of Missouri. This contract, including Company's tariffs, shall be subject at all times to review, control, change, and regulation by the Public Service Commission of the State of Missouri in accordance with law. Copies of the service classifications and rates in effect at the inception of this contract and applicable to the initial service to City hereunder are attached hereto as Exhibits and are made a part hereof. In the event of any conflict between any provision hereof

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and Company's tariffs, as said tariffs may be modified or supplemented from time to time pursuant to law, the tariffs shall govern.

4. Company Facilities. The City hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places in the City.

5. Notices, etc. All notices, applications and requests by the City hereunder shall be in writing signed by the City Clerk and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the City Clerk:

_____ Union Electric Company _____
_____ PO Box 38 _____ Mexico Missouri 65265 _____

6. Term. The term of this contract is twenty (20) years. However, in the event the tariff(s) applicable to particular service supplied to City hereunder provide for a shorter term than the term hereof, then the shorter term and any termination provisions in the applicable tariff shall govern as to said particular service, and said shorter term shall be renewed automatically for successive terms of equal duration unless sooner terminated in accordance with the applicable termination provision

EXHIBIT A

in the tariff, or until the expiration of the term of this contract, whichever first occurs.

7. Termination of Prior Agreements. This contract supersedes and cancels any prior agreement(s) between the parties hereto relating to the subject matter hereof; provided however, that the foregoing shall not be construed to impair or supersede any separate franchise or separate special facilities agreement(s) between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate as of the day and year first above written.

UNION ELECTRIC COMPANY

By _____
Vice President

ATTEST:

Secretary

CITY OF Wood Heights,
MISSOURI

By Melvin Carmichael, Jr.
Mayor

ATTEST:

Rose Vassa
City Clerk